



26 Apr. II. c. 25 -

An ACT for Confirming and Establishing an Exchange, agreed upon between the Prebendary of the Prebend of Stillington, and Stephen Croft, Esquire, of certain Lands and Hereditaments, in the County of York.



Whereas by Indenture of Three Parts, bearing Date the Ninth Day of April One thousand Seven hundred and Forty, and made, or mentioned to be made, between the Reverend *Richard Levett*, Prebendary of the Prebend of *Stillington*, in the Cathedral and Metropolitan Church of *Saint Peter of York*, of the First Part; Sir *Edmund Anderson*, of *Kilwick*, in the County of *York*, Baronet, and *Henry Thompson*, of *Kirby-hall*, in the County of *York*, Esquire, of the Second Part; and *William Stainforth*, of the City of *York*, Esquire, the Reverend *Musgrave*, of *Stillington* aforesaid, Clerk, and *William Knowlson*, of *Stillington* aforesaid, Gentleman, of the Third Part; in Consideration of a former Lease therein mentioned to be made by the said *Richard Levett*, unto the said Sir *Edmund Anderson* and *Henry Thompson*, for Three Lives, and of a competent Sum of Money therein mentioned to be paid by them to the said *Richard Levett*;

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he the said *Richard Levett* did demise, grant, and to farm lett unto the said Sir *Edmund Anderson* and *Henry Thompson*, and their Heirs, all that the Prebend of *Stillington*, with all and singular the Appurtenances thereunto belonging, set, lying, and being, in *Stillington*, in *Galtresse*, or elsewhere in the County of *Tork*; and also all the Manor or Mansion-house of *Stillington*; and all the Houses, Barns, Stables, Buildings, Orchards, Gardens, Dove-houses, and other Edifices to the said Manor or Mansion-house in any-wise belonging or appertaining, or commonly used to go, or to be leased or occupied with the said Manor or Mansion-house; and all Lands and Tenements, Hereditaments, Commons, Meadows, Fields, Feedings, Pastures, Mills, Waters, Fishing, with Herbage and Pannage of the Woods, set, lying, and being, in *Stillington*, *Havilton*, otherwise *Hawton*, *Wombledon*, and *Langtoft*, or elsewhere, in the County of *Tork*, to the said Prebend or Prebendary, in any-wise belonging or appertaining, or which theretofore had been known, taken, or reputed, as Part, Parcel, or Member of the said Prebend; and all Coney-yards, Coney-grees, with the whole Profits and Advantages of Conies there; and also all the Tythes, Fruits, Obventions, Oblations, Customs, Fines, Herlots, Courts Baron, with the whole Profits and Perquisites of the same; and all Rents, Services, and all other Rights, Profits, and Commodities, Advantages, Emoluments, Liberties, Franchises, and Hereditaments whatsoever they be, with all and singular their Appurtenances, to the said Prebend or Prebendary, or in any-wise belonging or appertaining; and all manner of Rents of all and singular the Premises, and every of them (except the Donation, Presentation, Patronage, and Gift of the Vicarage of *Stillington* aforesaid; and except, foreprised, and always reserved out of the said Lease, all Woods and Under-woods growing, and that thereafter should grow, upon the Premises, or any Part or Parcel thereof; and also the Prebend-house being at *Tork*, appertaining to the said Prebend of *Stillington*, with all the spiritual Jurisdiction and Profits arising and coming thereof, belonging to the said Prebend of *Stillington*; and also all such Pension or Portion, Duty and Right, that in any-wise thereafter should appertain and belong to the said *Richard Levett*, or his Successors, of or for his or their Dividend or Canonical Forms, for the keeping of his or their Residence, at the same Metropolitan and Cathedral Church of *Tork*); To hold unto the said Sir *Edmund Anderson* and *Henry Thompson*, their Heirs and Assigns, for the natural Lives of *Stephen Croft*, *Christopher Croft*, and *John Croft*, Sons of *Stephen Croft*, late of *Stillington* aforesaid, Esquire, deceased, and the Life of the Survivor of them, at the yearly Rent of Fifty-two Pounds, payable Half-yearly, as is therein mentioned: And the said *Richard Levett* did thereby covenant and grant for him, and his Successors, to and with the said Sir *Edmund Anderson* and *Henry Thompson*, their Heirs, Executors, and Assigns, to leave growing upon the Premises, without doing any thing to the contrary, sufficient Timber for Reparations of the Houses, Edifices, and Buildings therein before demised.

demised, and sufficient Hedge-boot, Fire-boot, House-boot, Plow-boot, Cart-boot, and Pale-boot, to be bestowed or spent in or upon the Premises, for the necessary Use of the said Sir *Edmund Anderson* and *Henry Thompson*, their Heirs, Executors, and Assigns; and that it should and might be lawful for them to fell down and take the same Timber, Hedge-boot, Fire-boot, House-boot, Plow-boot, Cart-boot, and Pale-boot, as often as Need should require, during the same Term: And the said Sir *Edmund Anderson* and *Henry Thompson* did thereby, for themselves, their Heirs, Executors, and Assigns, covenant and grant to and with the said *Richard Levett*, and his Successors, to permit and suffer him and them, his or their Deputy or Deputies, Assignee or Assigns, from time to time, at his or their Liberty or Pleasure, to fell, cut down, sell, and carry away, as much of the Woods and Underwoods, growing in or upon the Premises, or any Part thereof, as might be spared and taken upon the Premises; so that there should be at all times left standing, in and upon the Premises, Timberwood and Underwood for repairing of the Houses and Edifices therein before demised, and for the said Fire-boot, House-boot, Hedge-boot, Plow-boot, Cart-boot, and Pale-boot, according to the true Meaning of the aforesaid Covenant:

And whereas the Names of them the said Sir *Edmund Anderson* and *Henry Thompson* were used in the said Lease, in Trust for the said *Stephen Croft* the Son, one of the *Cestuique Vies* in the said Lease named; and the said Sir *Edmund Anderson* and *Henry Thompson*, have, in consideration of the Premises, and in pursuance of their Trust, conveyed, assigned, and made over, the said Manor-house, Lands, Tenements, Hereditaments, and Premises, demised and granted by the said Lease, and all their Estate and Interest therein, unto, and to the Use of, him the said *Stephen Croft* and his Heirs, during the Lives of him the said *Stephen Croft*, and the said *Christopher Croft* and *John Croft* therein named, and the Life of the Survivor and longest Liver of them:

And whereas by Articles of Agreement indented, bearing Date the Thirtieth Day of *October* One thousand Seven hundred and Fifty-two, and made between the Most Reverend Father in God *Matthew* Lord Archbishop of *York*, of the First Part; *James Worsley*, Clerk, Prebendary of the Prebend of *Stillington* aforesaid, of the Second Part; and the said *Stephen Croft*, of the Third Part; after reciting, That the said *Stephen Croft*, was, by virtue of the Lease herein before recited, seised to him and his Heirs, for and during the natural Lives of him the said *Stephen Croft*, *Christopher Croft* and *John Croft*, and for the Life of the longer Liver of them, of and in the said Prebend of *Stillington*, and of the Manor or Mansion house of *Stillington*, and of other the Tenements, and Hereditaments, and Premises, in and by the said Indenture of Lease, granted and demised, under the

the yearly Rent of Fifty-two Pounds, payable to the said Prebendary, and his Successors; and that all the said demised Premises had been viewed and valued by a Person appointed by the said *James Worsley* and *Stephen Croft*, and approved of by the said Lord Archbishop of *Tork*, and estimated to be of the yearly Value of Two hundred and Three Pounds Five Shillings and Ten-pence, and no more; and that there was not more Wood or Underwood growing upon the said Premises, than was necessary for repairing the said Messuages and Edifices, and the several Boats thereon above-mentioned; and reciting, That the said *Stephen Croft* was seised in Fee of and in the Manor of *Dugleby*, and of divers Messuages, Lands, Tenements, and Hereditaments therein mentioned, which had been viewed and valued by the same Person so appointed and approved as above-mentioned, and which were then lett for the clear yearly Value of Two hundred and Eight Pounds Fourteen Shillings and Eight-pence, and were estimated by him to be reasonably worth to be lett Two hundred and Sixteen Pounds Fourteen Shillings and Eight-pence; and reciting, That the said *Stephen Croft* had come to an Agreement with the said *James Worsley*, with the Consent of the said Lord Archbishop, to exchange his said Manor, Messuages, Lands, Tenements, and Hereditaments, at *Dugleby*, for the said Manor, Messuages, Lands, Tenements, and Hereditaments, at *Stillington*, which he then held by Lease under the said Prebendary, and which said Manor, Messuages, and Premises, at *Dugleby*, when vested in the said Prebendary, were to be demised to the said *Stephen Croft*, and his Heirs, during the Lives mentioned in the said Lease then in Being, without any Fine or Foregift, subject to such Rents, Covenants, and Agreements, as his said Estate at *Stillington* was then subject to, and afterwards to be subject to such Renewals, Fines, Rents, Covenants, Conditions, and Agreements, as the Prebendal Estate at *Stillington* was then subject to; he the said *James Worsley*, with the Consent and Approbation of the said Lord Archbishop, for himself, and, as far as in him lay, for his Successors, did thereby covenant and agree to and with the said *Stephen Croft*, and his Heirs, That the Manor of *Stillington*, Manor-house, and all the Messuages, Lands, Tenements, and Hereditaments, which he the said *Stephen Croft* held by Lease under the said Prebendary of *Stillington*, and the Woods and Underwoods growing thereon, should be vested in the said *Stephen Croft*, and his Heirs, freed and discharged from the said Lease, in Exchange for the said Manor of *Dugleby*, and the said Messuages, Lands, and Tenements there he the said *Stephen Croft*; vesting and settling the said Manor of *Dugleby*, and the Messuages, Lands, and Hereditaments there, in and upon the said *James Worsley*, and his Successors, Prebendaries of *Stillington*, in lieu thereof; and that he the said *James Worsley* would consent to the procuring and obtaining any Act or Acts of Parliament for the establishing and confirming the said Exchange; and that, after the said Exchange should be perfected and completed, he the said *James Worsley* would demise the said Manor and

and Premises at *Dugleby*, unto the said *Stephen Croft*, and his Heirs, for the Lives of the said *Stephen Croft*, *Christopher Croft*, and *John Croft*, and the Life of the longest Liver of them, under such yearly Rents and Covenants, as he then held the Manor and Premises at *Stillington*, of the said Prebendary, without any Fine or Foregift to be paid for the same: And that from time to time and at all times, after the said Exchange should be completed and perfected, and the Lease granted of the said Manor of *Dugleby*, and the Messuages, Lands, Tenements, and Hereditaments there, so to be vested in the said Prebendary, and his Successors, the said Manor and Lands at *Dugleby* should be subject to such Renewals, Fines, reserved Rents, Covenants, and Agreements as the said Estate at *Stillington*, which he then held under the said Prebendary, then was and stood subject to: And the said *Stephen Croft* thereby covenanted with the said *James Worsley*, That he the said *Stephen Croft* would grant and convey unto the said *James Worsley*, and his Successors, Prebendaries of the Prebend of *Stillington*, the Manor of *Dugleby*, and the Messuages, Lands, Tenements, and Hereditaments there, then of the clear yearly Value of Two hundred and Eight Pounds Fourteen Shillings and Eight-pence, in Exchange for the said Manor of *Stillington*, and the Messuages, Lands, and Hereditaments, which he then held under the said Prebendary; and that he would, at his own Costs and Charges in the Law, use his utmost Endeavour to procure an Act of Parliament for vesting, establishing, and confirming, the said Manor of *Dugleby*, and the Messuages, Lands, and Hereditaments there, in the said Prebendary, and his Successors for ever; and for the vesting, establishing, and confirming the said Manor of *Stillington*, and the Messuages, Lands, Tenements, and Hereditaments, which he held under the said Prebendary, with the Woods and Underwoods growing thereon, in him the said *Stephen Croft*, and his Heirs, discharged of the said Lease, in Exchange for the Manor of *Dugleby*, and the Lands and Tenements there, so to be vested in the said Prebendary, and his Successors, as in and by the said Indenture of Lease, and Articles of Agreement, herein before recited, relation being thereunto respectively had, may more fully appear:

But although the Exchange so proposed, and agreed upon, would be a great Convenience to the said *Stephen Croft*, and a Benefit and Advantage to the said Prebendary, and his Successors, and a considerable Improvement of their Prebendal Estate; **Yet** the same cannot be established, and rendered effectual, without the Aid and Authority of an Act of Parliament:

Therefore Your Majesty's most dutiful and loyal Subjects, the said *Stephen Croft*, and *James Worsley*, Prebendary of the said Prebend of *Stillington*,

Do most humbly beseech Your MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Manor and Prebend of *Stillington*, with all and singular the Appurtenances thereunto belonging, sit, lying, and being, in *Stillington*, in *Galtres*, or elsewhere in the County of *York*, and the Manor or Mansion-house of *Stillington*, and all the Houses, Barns, Stables, Buildings, Orchards, Gardens, Dove-houses, and other Edifices to the said Manor or Mansion-house in any-wise belonging or appertaining, or commonly used to go, or to be leased or occupied, with the said Manor or Mansion-house; and all and every the Lands, Tenements, and Hereditaments, Meadows, Fields, Feedings, Pastures, Mills, Tythes, Woods, Underwoods, Waters, Fishings, and Hereditaments, situate, lying, and being, in the Parish, Precincts, or Territories, of *Stillington*, in the County of *York*, to the said Prebend or Prebendary in any-wise belonging or appertaining, or which heretofore hath been known, taken, or reputed, as Parcel or Member of the said Prebend; and all Coney-yards, Coney-grees, with the whole Profits and Advantages of Conies there; and also all the Tythes, Fruits, Obventions, Oblations, Customs, Fines, Heriots, Courts Baron, with the whole Profits and Perquisites of the same; and all Rents, Services, and all other Rights, Profits, and Commodities, Advantages, Emoluments, Liberties, Franchises, and Hereditaments whatsoever they be, with all and singular their Appurtenances, to the said Prebend or Prebendary in any-wise belonging or appertaining (except nevertheless all such Lands, Tenements, and Hereditaments, being Parcel, or reputed Parcel, of the said Manor and Prebend of *Stillington*, as are situate, lying, and being, in the Townships, Hamlets, Precincts, or Territories, of *Havilton*, otherwise *Hawton*, *Wombleton*, and *Langton*, or any of them, in the North Riding of the County of *York*; and also except the said Donation, Presentation, Patronage, and Gift, of the Vicarage of *Stillington* aforesaid; and also the said Prebend-house at *York*, appertaining to the said Prebend of *Stillington*, with all the spiritual Jurisdiction and Profits arising and coming thereof, belonging to the said Prebend of *Stillington*; and also all such Pension or Portion, Duty and Right, that in any-wise hereafter shall appertain and belong to the said Prebendary, and his Successors, of or for his or their Dividend, or canonical Forms, for the Keeping of his or their Residence at the Metropolitan and Cathedral Church of *York*); and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the same Premises; shall, from and after the Twenty-fourth Day of *June* One thousand Seven hundred and Fifty-three, be settled upon, and vested in, and the same are hereby from thenceforth settled upon, and vested in, the said *Stephen Croft* the Son, his Heirs and Assigns,

Assigns, to the Use of him the said *Stephen Croft*, his Heirs and Assigns, for ever, freed and discharged, and absolutely acquitted, exonerated, and indemnified, of, from, and against, all Right, Title, Interest, Claims, and Demands whatsoever of him the said *James Woolsey*, Prebendary of the said Prebend of *Stillington*, and his Successors, Prebendaries of the same Prebend, for ever.

And it is hereby further Enacted, by the Authority aforesaid, That all that the Manor or Lordship, or reputed Manor or Lordship, of *Dugleby*, in the County of *Tork*; and all that Messuage, Tenement, or Farm, with the Garth and Garden, and the several Closes or Parcels of Land called *Wellbank Close*, *Spring Close*, *Mally Flat*, and Sixteen Oxgangs and a Half of arable Land, in the Common Fields thereunto belonging, and therewith used, situate, lying, and being, in *Dugleby* aforesaid, and containing together, by Estimation, Three hundred and Forty-three Acres Three Roods and Twenty-three Perches, now or late in the Tenure or Occupation of *James Coultafs*, his Assigns or Under-tenants, at the yearly Rent of Forty-four Pounds Five Shillings and Nine-pence; and all that Messuage, Tenement, or Farm, with the Two Garths, and Two Closes called *Thoraby Closes*, and the Two new Closes and Twelve Oxgangs of arable Lands in the Common Fields, situate, lying, and being, in *Dugleby* aforesaid, and containing together, by Estimation, Two hundred and Forty-seven Acres Three Roods and Twenty-five Perches, now or late in the Tenure or Occupation of *Robert Walker*, his Assigns or Under-tenants, at the yearly Rent of Twenty-nine Pounds Five Shillings; and all that Messuage, Tenement, or Farm, with the Two Garths thereto belonging, and also Two Garths, called *High* and *Low Say Garths*, and Twelve Oxgangs of arable Land in the Common Fields thereunto also belonging, and therewith used, situate, lying, and being, in *Dugleby* aforesaid, and containing together, by Estimation, Two hundred and Forty-nine Acres One Rood and Seventeen Perches, now or late in the Tenure or Occupation of *George Simpkin*, his Assigns or Under-tenants, at the yearly Rent of Thirty-one Pounds; and all that Messuage, Tenement, or Farm, with Two Garths thereto belonging, and also a Garth, late *Marshall's*, and Ten Oxgangs of arable Land in the Common Field thereunto also belonging, and therewith used, situate, lying, and being, in *Dugleby* aforesaid, and containing together, by Estimation, Two hundred and Three Acres Three Roods and Thirteen Perches, now or late in the Tenure or Occupation of *Christopher Dale*, his Assigns or Under-tenants, at the yearly Rent of Twenty-four Pounds Nine Shillings; and all that Messuage, Tenement, or Farm, with the Garth, and Two Oxgangs of arable Land in the Common Fields thereto belonging, and therewith used, situate, lying, and being, in *Dugleby* aforesaid, and containing together, by Estimation, Forty-one Acres and Nine Perches, now or late in the Tenure or Occupation of *Thomas Coultafs*, his Assigns or Under-tenants,

tenants, at the yearly Rent of Five Pounds Two Shillings and Six-pence; and all that Messuage or Tenement, and Farm, with the Garth, and Two Oxgangs of arable Land in the Common Fields thereto belonging, and therewith used, situate, lying, and being, in *Dugleby* aforesaid, and containing together, by Estimation, Forty Acres Two Roods and Fourteen Perches, now or late in the Tenure or Occupation of *William Simpkin*, his Assigns or Under-tenants, at and under the yearly Rent of Four Pounds Eleven Shillings and Three-pence; and all that Messuage, Tenement, or Farm, with the Garth, and One Close, called *Thoraby Close*, and One Oxgang and an Half of arable Land in the Common Fields thereto belonging, and therewith used, situate, lying, and being, in *Dugleby* aforesaid, and containing together, by Estimation, Thirty-one Acres Three Roods and Nine Perches, now or late in the Tenure or Occupation of *John Jackson*, his Assigns or Under-tenants, at and under the yearly Rent of Five Pounds and Six-pence; and all that Messuage, Tenement, or Farm, with the Garth, and One Oxgang of arable Land in the Common Fields thereto belonging, and therewith used, situate, lying, and being, in *Dugleby* aforesaid, and containing together Twenty-one Acres and Twenty Perches, now or late in the Tenure or Occupation of the Widow *Todd*, her Assigns or Under-tenants, at and under the yearly Rent of Two Pounds Ten Shillings; and all that Messuage, Tenement, or Farm, with the Two Garths, and One Oxgang of arable Land in the Common Fields thereto belonging, and therewith used, situate, lying, and being, in *Dugleby* aforesaid, and containing together Twenty Acres Two Roods and Twenty-one Perches, now or late in the Tenure or Occupation of *Anne Eazart*, her Assigns or Under-tenants, at and under the yearly Rent of Two Pounds Six Shillings and Six-pence; and all that Messuage, Tenement, or Farm, with the Garth, and Half an Oxgang of Land in the Common Fields thereto belonging, and therewith used, situate, lying, and being, in *Dugleby* aforesaid, and containing together Eleven Acres, now or late in the Tenure or Occupation of *Mary Emerson*, at and under the yearly Rent of One Pound Ten Shillings and Four-pence; and also all those the several Tythes arising, growing, renewing, or payable, out of, or in respect of, the several Farms and Lands of or belonging to *Francis Taylor*, the School Lands, *Langley*, *Peirson*, the *North Flats*, and *Horsley*, situate, lying, and being, in *Dugleby* aforesaid, and which said Tythes are now in the Possession or Occupation of *John Wharram*, *Richard Webster*, *Thomas Suggit*, *Thomas Simpkin*, *Peirson*, and *William Paxton*, at and under several yearly Rents, amounting in the Whole to Twelve Pounds Ten Shillings *per Annum*, or thereabouts; and all that Messuage, Tenement, or Farm, with the Garth, and *Ing's Close* thereto belonging, containing, by Estimation, Four Acres and Two Roods, and also Four Acres and an Half of Meadow in the *Ings*, and Two Oxgangs of arable Lands in the Common Fields, and Three Cowgates and Two Horsegates,

Horse-gates, all situate, lying, and being, and arising in *Wharram*, in the said County of *Tork*, and now or late in the Tenure or Occupation of *John Bogg*, his Assigns or Under-tenants, at the yearly Rent of Eleven Pounds; and all those the Tythes coming, growing, renewing, or arising in *Broughton*, in the said County of *Tork*, as the same now are, or late were, in the Tenure or Occupation of *Fenton*, his Assigns or Under-tenants, at the yearly Rent of Thirty Pounds; and all those Six Flats, or Pieces or Parcels of arable Land, lying and being in the Common Fields of *Broughton*, in the said County of *Tork*, containing, by Estimation, Forty-eight Acres, and now or late in the Tenure or Occupation of the said *Fenton*, his Assigns or Under-tenants, at the yearly Rent of Thirteen Pounds; and all other the Manors, or reputed Manors, Messuages, Farms, Lands, Tenements, Tythes, and Hereditaments whatsoever, of him the said *Stephen Croft* the Son, or whereof or wherein he, or any Person or Persons in Trust for him, have or hath any Estate of Inheritance in Possession, Reversion, Remainder, or Expectancy, situate, lying, being, or arising, within the Towns, Parishes, Fields, Precincts, or Territories, of *Dugleby*, *Wharram*, and *Broughton*, or any of them, in the East Riding of the County of *Tork*; and also all such Lands, Tenements, and Hereditaments, being Parcel, or reputed Parcel, of the said Manor or Prebend of *Stillington*, as are situate, lying, and being, in the Townships, Hamlets, Precincts, or Territories, of *Havilton*, otherwise *Hawton*, *Wombleton*, and *Langtoft*, or any of them, in the North Riding of the County of *Tork*; and all Outhouses, Barns, Stables, Offices, Buildings, Orchards, Gardens, Garths, Curtilages, Crofts, Hedges, Ditches, Fences, Trees, Woods, Underwoods, Cattle-gates, Commons, Common of Pasture, Mines, Quarries, Courts, Perquisites, and Profits of Courts, Rights, Royalties, Franchises, Privileges, Commodities, Advantages, and Appurtenances whatsoever, to the said Manor, Messuages, Farms, Tenements, Tythes, Hereditaments, and Premises, belonging, or in any-wise appertaining, or therewith, or with any Part thereof, used, held, occupied, or enjoyed, or accepted, reputed, taken, or known, as Part, Parcel, or Member thereof; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, and of every Part thereof; shall, from and after the said Twenty-fourth Day of *June* One thousand Seven hundred and Fifty-three, be settled upon, and vested in, and the same are hereby from thenceforth settled upon, and vested in, the said *James Worsley*, and his Successors, to the Use of him the said *James Worsley*, and his Successors, Prebendaries of the said Prebend of *Stillington*, for ever, freed and discharged, and absolutely acquitted, exempted, and exonerated, of, from, and against, all Claims and Demands of the said *Stephen Croft*, his Heirs or Assigns; and shall be held and enjoyed by the said *James Worsley*, and his Successors, in Right of, and as annexed to, the said Prebend-house, being at *Tork* aforesaid, and as Part of the Corps of the said Prebend,

for ever, in Exchange for the said Manor and Mansion-house of *Stillington*, and other the Lands, Tenements, Tythes, Hereditaments, and Premises, herein before settled upon, and vested in, the said *Stephen Croft*, and his Heirs, as aforesaid.

And it is hereby further Enacted, by the Authority aforesaid, That within Six Months after the Passing this present Act, he the said *James Worsley*, or his Successors, shall and may, and he and they are hereby authorized and required, by Indenture under Hand and Seal, to demise, grant, and to farm lett, the said Manor of *Dugleby*, and all and every the Messuages, Farms, Lands, Tenements, Tythes, Rents, Hereditaments, and Premises, situate, lying, and being, and arising, in *Dugleby*, *Wharram*, and *Broughton*, or any of them, herein before settled upon, and vested in, the said *James Worsley*, and his Successors, as aforesaid, with their, and every of their Appurtenances, unto the said *Stephen Croft*, his Heirs and Assigns, for and during the natural Lives of the said *Stephen Croft*, *Christopher Croft*, and *John Croft*, and the Life of the longest Liver of them, at and under the yearly Rent of Fifty-two Pounds, of lawful Money of *Great Britain*, payable half-yearly, at the Feasts of Saint *Peter ad Vincula*, commonly called *Lammas-day*, and the Purification of the blessed Virgin *Mary*, in every Year, by equal Portions; and subject to, and with and under, such and the like Covenants, Conditions, Powers, Privileges, Restrictions, and Agreements, as are mentioned, inserted, provided, and declared, in any Lease or Leases heretofore granted of the Prebend of *Stillington*, or as near as the same can be done.

And it is hereby further Enacted and Declared, That, immediately after the Lease or Demise, hereby directed to be made, shall be made, executed, and perfected; and also in the mean time, after the Passing this Act, and until such Lease shall be made, executed, and perfected, as aforesaid; he the said *Stephen Croft*, his Heirs and Assigns, shall and may have, hold, possess, and enjoy, the said Manor of *Dugleby*, and all and every the Messuages, Farms, Lands, Tenements, Rents, Tythes, Hereditaments, and Premises, so hereby directed to be leased and demised, as aforesaid, with their and every of their Appurtenances; subject nevertheless to, and with and under, such Rents, Covenants, Conditions, Powers, Privileges, Restrictions, and Agreements, as aforesaid, for such and the same Estate and Interest, and in such and the same manner, and not otherwise, as he the said *Stephen Croft* the Son could or might have held and enjoyed the said Prebend of *Stillington*, and other the Premises granted or demised by the said first-recited Indenture of Lease, before the passing this Act, or could or might have held and enjoyed the same, in case this Act had not been made.

And

And it is hereby further Enacted, That it shall and may be lawful to and for the said *James Worsley*, and his Successors, Prebendaries of the said Prebend of *Stillington*, for the Time being, to make and execute such Demises, Leases, and Grants, of the said Manor of *Dugleby*, and other the Premises settled upon, and vested in, the said *James Worsley*, and his Successors, by this Act; subject nevertheless, and without Prejudice to, the Estate and Interest hereby vested in, or secured and provided to or for, the said *Stephen Croft*, his Heirs and Assigns, as aforesaid, at and under such yearly Rent or Rents, and with, under, and subject to, such Covenants, Conditions, Powers, Privileges, Restrictions, and Agreements, and in such and the same manner, as he or they could or might have made or executed of the said Prebend of *Stillington*, and other the Premises comprised in the Lease herein first-recited, before the passing this Act, or in case the same had not been made.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than the said *Stephen Croft* the Son, his Heirs and Assigns, and the said *James Worsley*, and his Successors, Prebendaries of the said Prebend of *Stillington*), All such Estate, Right, Title, Interest, Claims, and Demands whatsoever, of, in, to, or out of, the Premises respectively settled and vested by this Act, as they, every or any of them, had, or were intitled to, before the passing this Act, or could or might have had and enjoyed, in case this Act had not been made.

the same had not been made, in the last herein first recited, before the passing this Act, or in case the said President of Saskatchewan, and other the Premises comprised in the said manner, as no body could or might have made or executed of Powers Privileges Restrictions and Agreements, and in such and the same, and with, under, and subject to, such Governors Conditions, Rules and Assigns, as aforesaid, as and under such yearly Rent or Hire and secured and provided to or for, the said Stephen Coy, his Heirs, and without Prejudice to, the Estate and Interest hereby vested said James Wesley, and his Successors, by this Act; excepted nevertheless, and other the Premises settled upon, and vested in, the said James Wesley, and his Successors, of the said Daniel make and execute such Demises Leases and Grants, of the said Manor estates of the said President of Saskatchewan, for the Time being to and for the said James Wesley, and his Successors, Precedent to and for the said President of Saskatchewan, That it shall and may be

As they are any of them had or were invited to before
in no or one of the Premises respectively named and certified by this
Bill; Right, Fair, Interest, Claims, and Damages whatsoever, of
which, Prefendants of the said President of Oklahoma, All men
See, the Heirs and Aliens, and the said former Works, and his suc-
cessors and Administrators (Other than the said Works) every the
Johes Pollock and Corporate, his heirs and their Heirs, Successors,
his Heirs and Successors, and to assign every Person and Persons
existing always to the H I N O's right Excellent Majesty.

IN ACT for Confirming and Establishing an Exchange, agreed upon between the Prebendary of the Prebend of Stillington, and Stephen Croft, Esquire, of certain Lands and Hereditaments, in the County of York.

[1753.]